

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CALIFORNIA INSTITUTE OF TECHNOLOGY
AND
THE CITY OF PASADENA POLICE DEPARTMENT**

This Memorandum of Understanding (MOU) is entered into by and between the California Institute of Technology (Caltech or the Institute) and the City of Pasadena Police Department (PPD).

WHEREAS, The City of Pasadena, through the PPD provides police protection services within the City of Pasadena; and

WHEREAS, Caltech has an unsworn security force; and

WHEREAS, the PPD and Caltech have a long history of working cooperatively when necessary to protect the health, safety and welfare of members of the Caltech community; and

WHEREAS, the Parties share the goal of preventing violent crimes including sexual violence at Caltech and in the community, and responding appropriately to victims of these crimes; and

WHEREAS, the Parties believe that having a partnership can strengthen, and help sustain, their efforts to prevent and effectively respond to sexual violence using a fair, victim-centered, and trauma-informed approach; and

WHEREAS, Caltech has an obligation under Title IX of the Higher Education Act Amendments of 1972 to take prompt and effective action in response to allegations of sexual violence involving members of the Caltech community as a victim, alleged perpetrator or witness to the alleged conduct; and

WHEREAS, Caltech has related obligations under the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act) and well as the California Education Code; and

WHEREAS, the Parties desire to clarify how they may cooperate and collaborate in the future in certain circumstances described herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

Purpose

The purpose of this MOU is to enhance safety for students, staff and faculty (employees), and visitors at Caltech, better serve the Caltech community, and

ensure that there are clear protocols and procedures for referring allegations of sexual violence, sharing information and conducting contemporaneous investigations. For purposes of this MOU, sexual violence means rape, forced sodomy, forced oral copulation, rape by a foreign object, sexual battery, and the threat of any of these.

This MOU sets forth the respective roles and responsibilities of the Parties related to the prevention of, and response efforts related to, sexual violence. The Parties acknowledge that the unique circumstances of individual cases may give rise to issues not addressed by this MOU, which may necessitate further discussion and agreement.

Contacts

The Parties agree that effective communication and coordination are critical. The following individuals are the central points of contact:

For Caltech:

Gregg Henderson, Chief of Security, 626-395-4187
gregg.henderson@caltech.edu

Felicia Hunt, Title IX Coordinator, 626-395-3132
fhunt@caltech.edu

For Pasadena Police Department:

Criminal Investigations Division Supervisor, 626-744-4501

Sharing of Information

1. The Parties agree to confer and cooperate, to the extent permitted by law regarding incidents of sexual violence involving Caltech student-victims.
2. PPD agrees to promptly notify Caltech when it becomes aware that students or employees are identified as the victims or alleged perpetrators of sexual violence, so as to coordinate resources to minimize/prevent further victimization, to trigger appropriate institutional investigative action, and to adequately inform the campus community of serious ongoing threats to student and employee health and safety.
3. Upon request, the Parties will provide one another with information and records to the extent allowed or required by law and in accordance with applicable policy.
 - a. Nothing in this MOU shall be construed as requiring PPD to share information if PPD reasonably believes that doing so would jeopardize its criminal investigation.

- b. Nothing in this MOU shall be construed as requiring Caltech to share information if Caltech reasonably believes that doing so would violate the Family Educational Rights and Privacy Act (FERPA), Title IX, or any other applicable federal or state law, or Caltech policy.
- c. PPD understands and agrees that Caltech will comply with its policies and applicable law and guidance regarding anonymous and confidential reporting, including regarding when, how, and what information can or must be disclosed to PPD. The Parties acknowledge that staff and volunteers at the Caltech Center for Diversity, the Caltech Health and Counseling Center, external rape crisis and domestic violence centers and others whose communications with victims are privileged generally cannot share case-specific information without the victim's consent and will partner in a manner that is mindful of these limitations.

Reporting By Caltech

Pursuant to CA Education Code 67383, Caltech will ensure that any report of sexual violence, as well as Part 1 violence crimes and hate crimes as described in Section 422.55 of the Penal Code, committed on or off campus, received by a campus security authority, as defined in Caltech's Annual Security Report, and made by the victim for the purposes of notifying Caltech or law enforcement, will be immediately, or as soon as practicably possible, forwarded to the PPD or other appropriate law enforcement agency.

1. The victim will not be identified, unless the victim consents to being identified after having been informed of his or her right to have his or her personally identifying information withheld.
2. If the victim is not identified, the alleged assailant shall not be identified in the information disclosed to PPD or other appropriate law enforcement agency.

In the Case of a Report of Sexual Violence

1. PPD agrees to collaborate with Caltech, as appropriate, when responding to allegations of sexual violence involving one or more Caltech students and/or employees.
2. PPD agrees to offer victim advocacy resources to students and employees identified as victims of sexual violence, and with the victim's consent, to coordinate referrals for support services with Caltech.
3. PPD will ensure that officers who respond to reports of sexual violence are trained to the Peace Officer Standards and Training.
4. If requested by PPD as necessary to prevent interference with a criminal investigation, Caltech agrees that it may need to temporarily delay the fact-finding portion of an investigation while PPD is gathering evidence. Once PPD notifies Caltech that it has completed its gathering of evidence,

Caltech will promptly resume its fact-finding. However, PPD understands and agrees that Caltech may need to take immediate interim action to protect the victim and/or keep the campus safe.

5. The Parties agree to support and participate in existing interdisciplinary Sexual Assault Response Teams.
6. PPD agrees that no officer or responding individual for the PPD will make statements or act in any manner that directly or indirectly discourages the victim from pursuing criminal charges.
7. Caltech will ensure victims know of their right to report sexual violence to PPD and will assist victims who wish to report to do so promptly, in order to facilitate preservation of evidence and an effective response by trained criminal investigators. Caltech agrees that when sexual violence is reported to Caltech, Caltech will notify the victim of their reporting options, including the right to file a Title IX complaint with Caltech and the right to file a criminal complaint, as well as the right to decline to notify law enforcement. Caltech will provide the victim with information on how to file Title IX and criminal complaints and will neither dissuade nor require the victim to make a criminal complaint. If Caltech is notified of sexual violence, it will notify the PPD consistent with its policies and obligations as described above in "Reporting by Caltech."
8. The Parties agree that in the immediate aftermath of sexual violence, a victim should be directed to, and receive assistance to access, counseling and health services, and with the victim's consent, a rape kit, at no cost to the victim. The Parties agree that under all circumstances in which the victim consents to a health exam and a forensic exam, the PPD will provide transportation if requested. Anytime the PPD responds to an incident of sexual violence, they will promptly contact a local rape crisis center to respond to the location of the victim, if agreeable by the victim or in the case of a minor victim, the minor's guardian. PPD will not directly or indirectly pressure the victim to report the offense. The Parties agree to ensure the timely collection of evidence, when the victim has made a report to PPD and collection of evidence will not violate a victim's request for confidentiality. The victim can be encouraged to report in order to permit PPD to make a timely seizure of evidence even if the victim later chooses not to proceed with criminal charges. The PPD also agrees to collect, properly package, and maintain evidence by booking it into the PPD Property/Evidence Room, or appropriate crime lab to preserve the chain of custody and to take appropriate steps to preserve fragile or biological evidence or other evidence at risk of destruction. When a forensic exam is completed, PPD will ensure the proper handling, custody and control of all collected evidence.

Crime Trends

1. Caltech is required by the Clery Act to collect and publish statistics for reports of certain crimes, including crimes that occur on and around

- campus. As part of that obligation, Caltech requests crime statistics from PPD annually. PPD agrees to continue to cooperate with Caltech and undertake reasonable efforts to respond to Caltech's request for crime statistics.
2. PPD agrees to keep Caltech informed about current trends and patterns in sexual violence, violent crimes and hate crimes by sharing data and analysis.
 3. The Parties acknowledge that Caltech is required by federal law to have an emergency notification process to alert the campus community about significant emergencies or dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus. Caltech is also required by federal law to issue timely warnings to alert the campus community about certain crimes in a manner that is timely and will aid in the prevention of similar crimes. Timely warnings must be issued for crimes that represent a serious or continuing threat to students and employees.
 4. If PPD is aware of a significant emergency or dangerous situation that poses an immediate threat to the health and safety of Caltech's students or employees, or is aware of a crime that represents a serious or continuing threat to Caltech's students or employees, PPD will notify Caltech so that Caltech can determine whether an emergency notification or timely warning should be issued by Caltech.

Training and Outreach

The Parties agree to collaborate to provide education and training opportunities of interest to the Parties. Caltech will coordinate with PPD to implement training and education opportunities, taking into account the availability of PPD, Caltech and other resources.

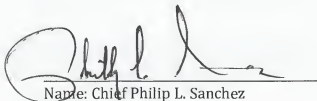
Miscellaneous

1. Each Party agrees to act in good faith to observe the terms of this MOU; however, nothing in this MOU is intended to require any unlawful or unauthorized act by any Party.
2. No provision of this MOU shall form the basis of a cause of action at law or equity by either Party against the other Party, nor shall any provision of this MOU form the basis of a cause of action at law or equity by any third party.
3. This MOU is effective upon signature by both Parties.
4. This MOU may be terminated upon 30 days' notice by either Party. This MOU may be amended or terminated by mutual agreement of the Parties. An amendment or termination must be in writing.
5. This MOU is not intended to benefit any third party, nor shall any person who is now or in the future a party hereto be entitled to enforce any of the rights or obligations of a party under this MOU.

6. This MOU will be governed and interpreted according to the laws of the State of California.
7. This MOU may be executed in counterparts.
8. Each Party will bear its own costs associated with this MOU.

IN WITNESS WHEREOF, the undersigned, who are duly authorized representatives of the Parties, have executed this MOU.

City of Pasadena Police Department



Name: Chief Philip L. Sanchez
Title: Chief of Police

Date: 11-9-15

City of Pasadena, Office of City Attorney



Name: Frank Rhenrew
Title: Assistant City Attorney

California Institute of Technology



Name: Gregg Henderson
Title: Chief of Security

Date: 10/22/15